

Iowa Department of Transportation  
Purchasing Section  
Contract

ADA ACCESSIBLE HEAVY DUTY BUSES

Contract# 6813

This agreement is between the Iowa Department of Transportation,  
Operations & Finance Division, Ames, Iowa (hereinafter "Agency") and

ELDORADO NATIONAL - CALIFORNIA  
of 9670 GALENA ST RIVERSIDE, CA 92509 (hereinafter "Supplier")

1. Supplier hereby agrees to furnish goods or services or both  
as herein specified, per bid proposal #14303, as let  
on JULY 29, 2015 at the following agreed upon price(s) or rate(s)

Item	Unit Price
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Group 2 - 30' CLASS WITH DIESEL, HYBRID OR CNG OPTIONS	
Item 2 - ENC E-Z RIDER II WITH DIESEL	\$325,564.00
Item 2.1 - ENC E-Z RIDER II WITH HYBRID	\$559,871.00
Item 2.2 - ENC E-Z RIDER II WITH CNG	\$388,849.00
Group 3 - 35' CLASS WITH DIESEL, HYBRID OR CNG OPTIONS	
Item 3 - ENC AXESS WITH DIESEL	\$382,577.00
Item 3.1 - ENC AXESS WITH HYBRID	\$592,577.00
Item 3.2 - ENC AXESS WITH CNG	\$433,960.00
Group 4 - 40' CLASS WITH DIESEL, HYBRID OR CNG OPTIONS	
Item 4 - ENC AXESS WITH DIESEL	\$392,226.00
Item 4.1 - ENC AXESS WITH HYBRID	\$602,226.00
Item 4.2 - ENC AXESS WITH CNG	\$443,609.00

2. The parties agree that the following documents shall be considered  
part of this contract:
  - a. Agency's bid proposal dated JULY 29, 2015;
  - b. Supplier's bid response with attachments, if any;
  - c. Agency's Standard Terms and Conditions
  - d. Certificate of Insurance listing the Iowa Department of  
Transportation as additional insured, if required.
3. Contract period  
Begin Date SEPTEMBER 10, 2015  
End Date SEPTEMBER 9, 2016
4. Contract renewal options Yes X No       
Number of available renewals after the original contract period  
  2   in   12 month   increments.
5. The parties agree that time is of the essence of this contract and  
that it contains all of the terms and conditions agreed upon by  
them.

6. For good cause and as consideration for executing this contract, Supplier through its duly authorized agent, conveys, sells, assigns and transfers to the State of Iowa all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the State of Iowa relating to the particular goods or services purchased or acquired hereunder by the State of Iowa through the Agency.
7. By executing this Contract the Supplier certifies it is either (a) registered with the Iowa Department of Revenue, collects, and remits Iowa sales and use taxes as required by Iowa Code chapter 432; or (b) not a "retailer" or a "retailer maintaining a place of business in this state" as those terms are defined in Iowa Code subsections 423.1(42) & (43). The Supplier also acknowledges that the Agency may declare the contract void if the above certification is false. The Supplier also understands that fraudulent certification may result in the Agency or its representative filing for damages for breach of contract.
8. The parties agree that if Supplier fails to comply with the terms of this contract, Supplier shall pay Agency as liquidated damages and not as a penalty, the amount specified in the proposal instructions.
9. Additional terms; if any, N/A.

Supplier Contact Information

Contact person: Mike Ammann

Email: mike.ammann@eldorado-ca.com

Phone: 800-362-1287

Federal Tax ID: 33-0485436

Fax: 909-591-5285

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Agency Internal Coding - Cost Center:

OBJ.

FUNC.

ELDORADO NATIONAL - CALIFORNIA

(Supplier)

By

Date

Sept. 17, 2015

Iowa Department of Transportation

Operations & Finance Division

Renee R. Shirley, Director of Purchasing

(Agency)

By

Date

9-23-15

Contract #:6813